

Stephen M. Doniger, Esq. (SBN 179314)

stephen@donigerlawfirm.com

Scott A. Burroughs, Esq. (SBN 235718)

scott@donigerlawfirm.com

David R. Shein, Esq. (SBN 230870)

david@donigerlawfirm.com

DONIGER / BURROUGHS APC

603 Rose Avenue

Venice, California 90291

Telephone: (310) 590-1820

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

RONALD KAPLAN, an individual;

Plaintiff,

vs.

INTERNATIONAL DATA GROUP,
INC., a Massachusetts Corporation; IDG
ENTERPRISES, INC., a Delaware
corporation; IDG COMMUNICATIONS,
INC., a Massachusetts corporation;
CXO MEDIA, INC., a Massachusetts
corporation; ITWORLD.COM, INC., a
Massachusetts corporation;
MACWORLD COMMUNICATIONS,
INC., a Massachusetts corporation;
INFOWORLD MEDIA GROUP, INC., a
Massachusetts corporation; NETWORK
WORLD, INC., a Massachusetts
corporation; COMPUTER WORLD,
INC., a Massachusetts corporation; IDG
COMMUNICATIONS MEDIA AG; a
Germany corporation; IDG BUSINESS

Case No.:

PLAINTIFF'S COMPLAINT FOR:

1. COPYRIGHT INFRINGEMENT;
2. VICARIOUS AND/OR
CONTRIBUTORY COPYRIGHT
INFRINGEMENT;
3. DMCA VIOLATIONS

Jury Trial Demanded

1 MEDIA GMBH, a Germany limited
2 liability company; SAYA
3 COMUNICACIONES S.A.C., a Peru
4 corporation; EXECUTIVE NETWORKS
5 MEDIA SDN BHD, a Malaysia
6 corporation; IDG MAGAZINES NORGE
7 AS, a Norway limited liability company;
8 IDG MEDIA PRIVATE LTD., an India
9 private limited company; IDG
10 COMMUNICATIONS PTY LTD, an
11 Australia proprietary company; IDG
12 COMMUNICATIONS UK LTD, a United
13 Kingdom limited company; IDG KOREA
14 LTD., a Korea limited company; and
15 DOES 1-10,
16 Defendants.

17 Ronald Kaplan, by and through his undersigned attorneys, hereby prays to this
18 honorable Court for relief based on the following:

19 **JURISDICTION AND VENUE**

20 1. This action arises under the Copyright Act of 1976, Title 17 U.S.C., §
21 101 *et seq.*

22 2. This Court has federal question jurisdiction under 28 U.S.C. § 1331 and
23 1338 (a) and (b).

24 3. Venue in this judicial district is proper under 28 U.S.C. § 1391(c) and
25 1400(a) in that this is the judicial district in which a substantial part of the acts and
26 omissions giving rise to the claims occurred.

27 **PARTIES**

28 4. Plaintiff Ronald Kaplan is an individual and a resident of the State of
California.

1 5. Plaintiff is informed and believes and thereon alleges that Defendant
2 International Data Group, Inc. (“IDG”) is a corporation organized and existing under
3 the laws of the State of Massachusetts with its principal place of business at One
4 Exeter Plaza, 15th Floor, Boston, MA 02116, and is doing business in and with the
5 state of California, including maintaining California-based executives and a
6 California headquarters located at 501 Second Street, San Francisco, CA 94107.

7 6. Plaintiff is informed and believes and thereon alleges that Defendant IDG
8 Enterprises, Inc. (“IDG ENTERPRISES”) is a corporation organized and existing
9 under the laws of the State of Delaware with its principal place of business at 492 Old
10 Connecticut Path, Framingham, MA 01701, and is doing business in and with the
11 state of California, including maintaining California-based executives and a
12 California headquarters located at 501 Second Street, San Francisco, CA 94107.

13 7. Plaintiff is informed and believes and thereon alleges that Defendant IDG
14 Communications, Inc. (“IDG COMMUNICATIONS”) is a corporation organized and
15 existing under the laws of the State of Massachusetts with its principal place of
16 business at 492 Old Connecticut Path, Framingham, MA 01701, and is doing
17 business in and with the state of California, including maintaining California-based
18 executives and a California headquarters located at 501 Second Street, San Francisco,
19 CA 94107.

20 8. Plaintiff is informed and believes and thereon alleges that Defendant
21 CXO Media, Inc. (“CXO”) is a corporation organized and existing under the laws of
22 the State of Massachusetts with its principal place of business at 492 Old Connecticut
23 Path, Framingham, MA 01701, and is doing business in and with the state of
24 California, including maintaining California-based executives and a California
25 headquarters located at 501 Second Street, San Francisco, CA 94107.

26 9. Plaintiff is informed and believes and thereon alleges that Defendant
27 Itworld.com, Inc. (“ITWORLD”) is a corporation organized and existing under the
28

1 laws of the State of Massachusetts with its principal place of business at 492 Old
2 Connecticut Path, Framingham, MA 01701, and is doing business in and with the
3 state of California, including maintaining California-based executives and a
4 California headquarters located at 501 Second Street, San Francisco, CA 94107.

5 10. Plaintiff is informed and believes and thereon alleges that Defendant
6 Macworld Communications, Inc. ("MACWORLD") is a corporation organized and
7 existing under the laws of the State of Massachusetts with its principal place of
8 business at 501 Second Street San Francisco, CA 94107, and doing business in and
9 with the state of California.

10 11. Plaintiff is informed and believes and thereon alleges that Defendant
11 InfoWorld Media Group, Inc. ("INFOWORLD") is a corporation organized and
12 existing under the laws of the State of Massachusetts with its principal place of
13 business at 501 Second Street, San Francisco, CA 94107, and is doing business in
14 and with the state of California.

15 12. Plaintiff is informed and believes and thereon alleges that Defendant
16 Network World, Inc. ("NETWORK WORLD") is a corporation organized and
17 existing under the laws of the State of Massachusetts with its principal place of
18 business at 492 Old Connecticut Path, Framingham, MA 01701, and is doing
19 business in and with the state of California, including maintaining California-based
20 executives and a California headquarters located at 501 Second Street, San Francisco,
21 CA 94107.

22 13. Plaintiff is informed and believes and thereon alleges that Defendant
23 Computer World, Inc. ("COMPUTER WORLD") is a corporation organized and
24 existing under the laws of the State of Massachusetts with its principal place of
25 business at 492 Old Connecticut Path, Framingham, MA 01701, and is doing
26 business in and with the state of California, including maintaining California-based
27

1 executives and a California headquarters located at 501 Second Street, San Francisco,
2 CA 94107.

3 14. Plaintiff is informed and believes and thereon alleges that Defendant IDG
4 Communications Media AG (“IDG COMMUNICATIONS GERMANY”) is a
5 corporation organized and existing under the laws of Germany with its principal
6 place of business at Lyonel-Feininger-Straße 26, 80807 München, Germany, and is
7 doing business in and with the state of California.

8 15. Plaintiff is informed and believes and thereon alleges that Defendant IDG
9 BUSINESS MEDIA GMBH (“IDG GERMANY”) is a limited liability company
10 organized and existing under the laws of Germany with its principal place of business
11 at Lyonel-Feininger-Straße 26, 80807 München, Germany, and is doing business in
12 and with the state of California.

13 16. Plaintiff is informed and believes and thereon alleges that Defendant
14 Saya Comunicaciones S.A.C (“SAYA”) is a corporation organized and existing under
15 the laws of Peru with its principal place of business at Vice Almirante Carbajal No
16 151 Km. Mz. Lima, Lima, 18 Peru, and is doing business in and with the state of
17 California, including operating under license from IDG and in partnership with IDG
18 COMMUNICATIONS.

19 17. Plaintiff is informed and believes and thereon alleges that Defendant
20 Executive Networks Media Sdn Bhd (“EXECUTIVE NETWORKS”) is a corporation
21 organized and existing under the laws of Malaysia with its principal place of business
22 at Unit 612, Block A, Kelana Business Centre Petaling Jaya 47301 Malaysia, and is
23 doing business in and with the state of California.

24 18. Plaintiff is informed and believes and thereon alleges that Defendant IDG
25 Magazines Norge AS (“IDG MAG”) is a limited liability company organized and
26 existing under the laws of Norway with its principal place of business at
27

1 Tøyenbekken 21, 0188 Oslo, Norway, and is doing business in and with the state of
2 California.

3 19. Plaintiff is informed and believes and thereon alleges that Defendant IDG
4 Media Private Ltd. (“IDG MEDIA”) is a private limited company organized and
5 existing under the laws of India with its principal place of business at Geeta Building,
6 49, 3rd Cross, Karnataka 560027, Mission Rd, Bengaluru, Karnataka, India, and is
7 doing business in and with the state of California.

8 20. Plaintiff is informed and believes and thereon alleges that Defendant IDG
9 Communications Pty Ltd. (“IDG AUS”) is a proprietary company organized and
10 existing under the laws of Australia with its principal place of business at Level 10,
11 15 Blue Street North Sydney NSW 2060 Australia, and is doing business in and with
12 the state of California.

13 21. Plaintiff is informed and believes and thereon alleges that Defendant IDG
14 Communications UK Ltd. (“IDG UK”) is a limited company organized and existing
15 under the laws of the United Kingdom with its principal place of business at 101
16 Euston Rd, London NW1 2RA, United Kingdom, and is doing business in and with
17 the state of California.

18 22. Plaintiff is informed and believes and thereon alleges that Defendant IDG
19 Korea. Ltd. (“IDG KOREA”) is a limited company organized and existing under the
20 laws of Korea with its principal place of business at 23 Sejong University, Seoul,
21 Jung-gu, Korea 4th floor, and is doing business in and with the state of California.

22 23. Defendants DOES 1 through 10, inclusive, are other parties not yet
23 identified who have infringed Plaintiff’s copyrights, have contributed to the
24 infringement of Plaintiff’s copyrights, or have engaged in one or more of the
25 wrongful practices alleged herein. The true names, whether corporate, individual or
26 otherwise, of Defendants 1 through 10, inclusive, are presently unknown to Plaintiff,
27 which therefore sues said Defendants by such fictitious names, and will seek leave to
28

1 amend this Complaint to show their true names and capacities when same have been
2 ascertained.

3 24. Plaintiff is informed and believes and thereon alleges that at all times
4 relevant hereto each of the Defendants was the agent, affiliate, officer, director,
5 manager, principal, alter-ego, and/or employee of the remaining Defendants and was
6 at all times acting within the scope of such agency, affiliation, alter-ego relationship
7 and/or employment; and actively participated in or subsequently ratified and adopted,
8 or both, each and all of the acts or conduct alleged, with full knowledge of all the
9 facts and circumstances, including, but not limited to, full knowledge of each and
10 every violation of Plaintiff's rights and the damages to Plaintiff proximately caused
11 thereby.

12 25. Plaintiff is informed and believes and thereon alleges that IDG
13 ENTERPRISES, IDG COMMUNICATIONS, CXO, ITWORLD, MACWORLD,
14 INFOWORLD, NETWORK WORLD, and COMPUTER WORLD are wholly owned
15 subsidiaries of IDG, are global digital media brands operated by IDG, and share
16 resources, employees, executives, and offices of IDG, including IDG operations
17 based in California.

18 26. Plaintiff is informed and believes and thereon alleges that IDG
19 COMMUNICATIONS GERMANY, IDG GERMANY, EXECUTIVE NETWORKS,
20 IDG MAG, IDG MEDIA, IDG AUS, IDG UK, and IDG KOREA are wholly owned
21 international subsidiaries of IDG, are global digital media brands operated by IDG,
22 and share resources, employees, executives, and offices of IDG, including IDG
23 operations based in California.

24 **Facts Related To All Claims**

25 27. Plaintiff Ronald Kaplan is a consultant and expert witness in the area of
26 systems, networks, security and data management, and management consulting. Over
27 the past 20 years he has written numerous articles which have appeared in

1 publications including Forbes ASAP, LAN Times, The CPA Journal, and PC Week.
2 Plaintiff has also been a frequent speaker at professional conferences on subjects
3 related to the use of personal computers and local area networks in professional
4 environments, and has also written and taught several courses on, inter alia,
5 information management.

6 28. In 2014 Ronald Kaplan wrote the original article: 6 tips for smartphone
7 privacy and security (hereinafter “Article A”). In that same year, Ronald Kaplan and
8 co-author Dylan Kaplan wrote the original articles: Router malware: Fact or fiction?
9 (hereinafter “Article B”), Alternate keyboard apps: Too risky for your smartphone?
10 (hereinafter “Article C”), USB is now UEC (use with extreme caution) (hereinafter
11 “Article D”), and Smartphone encryption – What does it mean to you? (hereinafter
12 “Article E”). Articles A-E will hereinafter be referred to collectively as the “Subject
13 Articles.”

14 29. Article A is, and at all relevant times was, owned in exclusivity by
15 Ronald Kaplan.

16 30. The Articles B-E are, and at all relevant times were, co-owned in
17 exclusivity by Ronald Kaplan and Dylan Kaplan.

18 31. During 2014 Mr. Kaplan submitted each of the Subject Articles to CSO
19 Online and, as set forth more specifically below, CSO Online published each of the
20 Subject Articles.

21 32. Plaintiffs are informed and believe and thereon allege that CXO Media,
22 Inc., owns and operates CSO Online and that CXO Media, Inc., is a wholly owned
23 subsidiary of Defendant IDG.

24 **Claims related to Article A**

25 33. CSO Online published Article A on or about February 11, 2014 and the
26 article can be found at: [http://www.csoonline.com/article/2134333/social-networking-](http://www.csoonline.com/article/2134333/social-networking-security/6-tips-for-smartphone-privacy-and-security.html)
27 [security/6-tips-for-smartphone-privacy-and-security.html](http://www.csoonline.com/article/2134333/social-networking-security/6-tips-for-smartphone-privacy-and-security.html).

34. After the February 11, 2014 publication of Article A, without Plaintiffs' authorization, Defendants IDG, IDG COMMUNICATIONS, SAYA, IDG MEDIA, IDG MAG, COMPUTER WORLD, IDG AUS, CXO, ITWORLD, IDG KOREA, NETWORK WORLD, and IDG UK published an article that was a substantial reproduction of Article A. A true and accurate list of the URL address for each of the unauthorized reproductions of Article A is attached hereto as Exhibit A and incorporated herein by reference.

Claims related to Article B

35. CSO Online published Article B on or about August 28, 2014 and the article can be found at: <http://www.csoonline.com/article/2599652/data-protection/data-protection-router-malware-fact-or-fiction.html>.

36. After the August 28, 2014 publication of Article B, without Plaintiffs' authorization, Defendants IDG, IDG GERMANY, IDG COMMUNICATIONS GERMANY, EXECUTIVE NETWORKS, COMPUTER WORLD, INFOWORLD, IDG COMMUNICATIONS, IDG ENTERPRISES, NETWORK WORLD, IDG UK, and IDG AUS published an article that was a substantial reproduction of Article B. A true and accurate list of the URL address for each of the unauthorized reproductions of Article B is attached hereto as Exhibit B and incorporated herein by reference.

Claims related to Article C

37. CSO Online published Article C on or about October 3, 2014 and the article can be found at: <http://www.csoonline.com/article/2690876/mobile-security/how-secure-is-your-smartphone.html>.

38. After the October 3, 2014 publication of Article C, without Plaintiffs' authorization, Defendants IDG, IDG GERMANY, IDG COMMUNICATIONS GERMANY, EXECUTIVE NETWORKS, COMPUTER WORLD, IDG COMMUNICATIONS, and IDG AUS published an article that was a substantial reproduction of Article C. A true and accurate list of the URL address for each of the

1 unauthorized reproductions of Article C is attached hereto as Exhibit C and
2 incorporated herein by reference.

3 **Claims related to Article D**

4 39. CSO Online published Article D on or about October 21, 2014 and the
5 article can be found at: [http://www.csoonline.com/article/2836299/data-](http://www.csoonline.com/article/2836299/data-protection/usb-is-now-uec-use-with-extreme-caution.html)
6 [protection/usb-is-now-uec-use-with-extreme-caution.html](http://www.csoonline.com/article/2836299/data-protection/usb-is-now-uec-use-with-extreme-caution.html).

7 40. After the October 21, 2014 publication of Article D, without Plaintiffs'
8 authorization, Defendants IDG, IDG COMMUNICATIONS, EXECUTIVE
9 NETWORKS, IDG GERMANY, IDG COMMUNICATIONS GERMANY,
10 COMPUTER WORLD, IDG AUS, and NETWORK WORLD published an article
11 that was a substantial reproduction of Article D. A true and accurate list of the URL
12 address for each of the unauthorized reproductions of Article D is attached hereto as
13 Exhibit D and incorporated herein by reference.

14 **Claims related to Article E**

15 41. CSO Online published Article E on or about November 18, 2014 and the
16 article can be found at:
17 [http://www.csoonline.com/article/2848622/privacy/smartphone-encryption-what-](http://www.csoonline.com/article/2848622/privacy/smartphone-encryption-what-does-it-mean-to-you.html)
18 [does-it-mean-to-you.html](http://www.csoonline.com/article/2848622/privacy/smartphone-encryption-what-does-it-mean-to-you.html).

19 42. After the November 18, 2014 publication of Article E, without Plaintiffs'
20 authorization, Defendants IDG, IDG COMMUNICATIONS, IDG AUS, ITWORLD,
21 MACWORLD, IDG UK, and EXECUTIVE NETWORKS published an article that
22 was a substantial reproduction of Article E. A true and accurate list of the URL
23 address for each of the unauthorized reproductions of Article E is attached hereto as
24 Exhibit E and incorporated herein by reference.

25 **Other Claims Related To The Articles**

1 Article in an amount to be established at trial, or in the alternative seek statutory
2 damages.

3 51. Plaintiff is further informed and believes that the infringements of this
4 sort happen frequently and that Defendants do not properly train, instruct, and guide
5 their staff reporters, writers, publishing or editorial staff such that this infringement
6 was committed with knowledge and reckless disregard of Plaintiff's rights by
7 Defendants and their employees such that they constitute willful copyright
8 infringement.

9 52. Due to Defendants' acts of infringement, Plaintiff has suffered substantial
10 damages to its business in an amount to be established at trial.

11 53. Due to Defendants' acts of infringement, Plaintiff has suffered general
12 and special damages in an amount to be established at trial.

13 54. Due to Defendants' acts of copyright infringement as alleged herein,
14 Defendants, and each of them, have obtained direct and indirect profits they would
15 not otherwise have realized but for their infringement of the Subject Designs. As
16 such, Plaintiff is entitled to disgorgement of Defendant's profits directly and
17 indirectly attributable to Defendant's infringement of the Subject Designs in an
18 amount to be established at trial.

19 **SECOND CLAIM FOR RELIEF**

20 (For Vicarious and/or Contributory Copyright Infringement - Against All
21 Defendants)

22 55. Plaintiff repeats, realleges and incorporates herein by reference as though
23 fully set forth the allegations contained in the preceding paragraphs of this
24 Complaint.

25 56. Plaintiff is informed and believes and thereon alleges that Defendants
26 knowingly induced, participated in, aided and abetted in and profited from the illegal
27

1 publishing, indexing, distributing and exploitation of unauthorized derivations of the
2 Subject Articles.

3 57. Plaintiff is informed and believes and thereon alleges that Defendants,
4 and each of them, are vicariously liable for the infringement alleged herein because
5 they had the right and ability to supervise the infringing conduct and because they
6 had a direct financial interest in the infringing conduct.

7 58. By reason of the Defendants', and each of their, acts of contributory and
8 vicarious infringement as alleged above, Plaintiff has suffered and will continue to
9 suffer substantial damages to its business in an amount to be established at trial, as
10 well as additional general and special damages in an amount to be established at trial.

11 59. Due to Defendants' acts of copyright infringement as alleged herein,
12 Defendants, and each of them, have obtained direct and indirect profits they would
13 not otherwise have realized but for their infringement of the Subject Articles. As
14 such, Plaintiff is entitled to disgorgement of Defendants' profits directly and
15 indirectly attributable to Defendants' infringement of the Subject Articles, in an
16 amount to be established at trial.

17 **THIRD CLAIM FOR RELIEF**

18 (For Violations of the Digital Millennium Copyright Act

19 (17 U.S.C. §1202)- Against All Defendants)

20 60. Plaintiff repeats, realleges and incorporates herein by reference as though
21 fully set forth the allegations contained in the preceding paragraphs of this
22 Complaint.

23 61. Plaintiff is informed and believes that Defendants, and each of them,
24 violated 17 U.S.C. §1202(a) and 17 U.S.C. §1202(b) by: (a) knowingly and with the
25 intent to induce, enable, facilitate, or conceal infringement, providing copyright
26 management information on the Article that was false, and distributing copyright
27 management information that was false; and/or (b) intentionally removing and/or

1 altering the copyright management information on the Article, and distributing
2 copyright management information for the Article with knowledge that the copyright
3 management information had been removed or altered without authority of the
4 copyright owner or the law, and distributing and publicly displaying Plaintiff's
5 copyrighted work knowing that copyright management information had been
6 removed or altered without authority of the Plaintiff or the law, and knowing, or, with
7 respect to civil remedies under section 1203, having reasonable grounds to know, that
8 the conduct would induce, enable, facilitate, or conceal their infringement.

9 62. Plaintiff is informed and believes and thereon alleges that Defendants,
10 and each of them, knowingly removed and altered the copyright management
11 information on the Article, and provided copyright management information for the
12 Article that was false.

13 63. Plaintiff is informed and believes and thereon alleges that Defendants
14 knowingly attached a fraudulent copyright notice and attribution to the Article.

15 64. The above conduct is in violation of the Digital Millennium Copyright
16 Act and exposes Defendants, and each of them, to additional and enhanced common
17 law and statutory damages and penalties.

18 65. Plaintiff is informed and believes and thereon alleges that Defendants,
19 and each of their, conduct as alleged herein was willful, reckless, and/or with
20 knowledge.

21
22 **PRAYER FOR RELIEF**

23 Wherefore, Plaintiff prays for judgment as follows:

24 **Against All Defendants**

25 1. **With Respect to Each Claim for Relief**

- a. That Defendants, their agents and employees be enjoined from infringing Plaintiff's copyrights in any manner, specifically those for the Subject Designs;
- b. That Plaintiff be awarded all profits of Defendants plus all losses of Plaintiff, plus any other monetary advantage gained by the Defendants through their infringement, the exact sum to be proven at the time of trial, or, if elected before final judgment, statutory damages as available under the Copyright Act, 17 U.S.C. § 101 et seq.;
- c. That Plaintiff be awarded its attorneys' fees as available under the Copyright Act U.S.C. § 101 et seq.;
- d. That Plaintiff be awarded pre-judgment interest as allowed by law;
- e. That Plaintiff be awarded the costs of this action; and
- f. That Plaintiff be awarded such further legal and equitable relief as the Court deems proper.

A TRIAL BY JURY PURSUANT TO FED. R. CIV. P. 38 AND
CONSTITUTIONAL AMENDMENT SEVEN IS HEREBY DEMANDED.

Dated: January 6, 2015

DONIGER / BURROUGHS APC

By: /s/ Stephen M. Doniger
Stephen M. Doniger, Esq.
David R. Shein, Esq.
Attorneys for Plaintiff
Advanced Visual Image Design, LLC